INSURANCE — MUTUAL BENEFIT INSURANCE — RIGHT TO VARY BENEFITS BY AMENDING BY-LAWS. — The defendant, a mutual benefit insurance corporation of which the plaintiff was a member, amended its by-laws so as to reduce the amount of sick benefits to which he was entitled, but not so low as the amount due under the by-laws as they existed when he became a member. He had agreed to be "guided" by the by-laws then in existence or thereafter adopted. *Held*, that the amendment was binding upon the plaintiff. *Hannes* v. *Nederland Israelitish Sick Fund*, 136 N. Y. Supp. 742 (Sup. Ct., App. Div.).

How far mutual benefit societies can affect the rights of members by amending the by-laws, even when the right to amend is expressly reserved, is in dispute on the authorities. There is a square conflict as to introducing a prohibition against engaging in certain businesses, as selling liquor. *Loeffler* v. *Modern Woodmen of America*, 100 Wis. 79, 75 N. W. 1012; *Ayers* v. *Grand Lodge Ancient Order of United Workmen*, 188 N. Y. 280, 80 N. E. 1020. The same is true of amendments avoiding liability in case of self-destruction. *Hughes* v. *Wisconsin Odd Fellows' Mutual Life Ins. Co.*, 98 Wis. 292, 73 N. W. 1015. *Cf. Weber* v. *Supreme Tent Knights of Maccabees*, 172 N. Y. 490, 65 N. E. 258. The manner of determining beneficiaries may be varied. *Masonic Mutual Benefit Association* v. *Severson*, 71 Conn. 719, 43 Atl. 192. But by the weight of authority the amount of assessments cannot be increased. *Strauss* v. *Mutual Reserve Fund Life Association*, 128 N. C. 465, 39 S. E. 55; *Wright* v. *Knights of Maccabees*, 196 N. Y. 391, 89 N. E. 1078. *Contra*, *Fullenwider* v. *Supreme Council Royal League*, 180 Ill. 621, 54 N. E. 485. Great diversity exists as to the right to diminish benefits. Formerly the right was commonly admitted. *Stohr* v. *San Francisco Musical Fund Society*, 82 Cal. 557, 22 Pac. 1125; *Fugure* v. *Mutual Society of St. Joseph*, 46 Vt. 362. But the present tendency is to deny it on the ground that it was not contemplated by the parties. *Knights Templars' and Masons' Life Indemnity Co.* v. *Jarman*, 104 Fed. 638; *Supreme Council American Legion of Honor* v. *Jordan*, 117 Ga. 808, 45 S. E. 33. From the nature of such societies, assessments and benefits must vary together in the long run. Therefore, if the benefits can be varied at all, it seems as likely that a member contemplates a reasonable decrease in both as an increase. *A fortiori*, a decrease which does not go below the original amount would be within a reasonable contemplation. It is perhaps more nearly the member's real intention that neither benefits nor assessments are to be altered. See 17 HARV. L. REV. 127.

LANDLORD AND TENANT — MONTHLY TENANCY — NOTICE NECESSARY TO TERMINATE. — A tenant from month to month gave notice of his intention to quit, and vacated the premises two weeks before the end of the month. The landlord claimed another month's rent on the ground that he was entitled to a month's notice. *Held*, that reasonable notice only is necessary. *Burgoyne* v. *Mallett*, 21 West. L. R. 566 (British Columbia).

It was decided by early English cases that notice commensurate with the term is sufficient to terminate a tenancy from month to month or from week to week. *Doe d. Parry* v. *Hazell*, 1 Esp. 94. See *Doe d. Peacock* v. *Raffan*, 6 Esp. 4, 5. But whether such notice is necessary seems never to have been decided in England. The court in the principal case relies on the *dicta* of two judges, which hardly support the conclusion drawn from them. See *Jones* v. *Mills*, 10 C. B. N. S. 788, 798, 800. The Irish courts have decided that the term for which a person takes premises is his own agreed measure of reasonableness, and that therefore that much notice is necessary to terminate the tenancy. *Beamish* v. *Cox*, 16 L. R. Ir. 270; *Harvey* v. *Copeland*, 30 L. R. Ir. 412. In the absence of express agreement, the general rule in the United States is that notice commensurate with the term is necessary. *Prickett* v. *Ritter*, 16 Ill. 96; *Stewart* v. *Murrell*, 65 Ark. 471, 47 S. W. 130. The New York cases are in some con-

fusion but purport to follow the general rule. *Anderson* v. *Prindle*, 23 Wend. (N. Y.) 616; *Ludington* v. *Garlock*, 9 N. Y. Supp. 24, 29 N. Y. St. 600. In several states the necessary notice to terminate a tenancy from month to month is fixed by statute. MO., REV. STAT., 1909, § 7883; NEW JERSEY, ACTS OF 1903, c. 13, § 3. Since a week or month respectively is in most cases a reasonable notice, and since certainty is always desirable, the rule of the American cases seems sound.

LANDLORD AND TENANT — SUBLETTING FOR ILLEGAL PURPOSES — RIGHT TO RECOVER RENT. — A lessor leased premises knowing that the lessee intended to sublet them for the purpose of running a bawdy house, but there was no evidence that the lessor intended the premises to be so used. *Held*, that the lessor may recover rent. *Ashford* v. *Mace*, 146 S. W. 474 (Ark.).

Illegal use of premises may render a lease void on the ground of public policy, where a lessor has linked himself with the illegal purposes of the lessee. *Ralston* v. *Boady*, 20 Ga. 449; *Berni* v. *Boyer*, 90 Minn. 469, 97 N. W. 121. Thus a lessor knowing of and intending the illegal use cannot recover rent. *Ralston* v. *Boady*, *supra*. But a lessor ignorant of the illegal use can clearly recover. *Commagere* v. *Brown*, 27 La. Ann. 314; *Zink* v. *Grant*, 25 Oh. St. 352. Where the lessor has knowledge of but does not intend the illegality, some courts deny him recovery. *Burton* v. *Dupree*, 19 Tex. Civ. App. 275, 46 S. W. 272. *Cf. Smith* v. *White*, L. R. 1 Eq. 626. But the contrary view, expressed in the principal case, is often taken. *Miller* v. *Maguire*, 18 R. I. 770, 30 Atl. 966; *Updike* v. *Campbell*, 4 E. D. Smith (N. Y.) 570. Consistently with this view, most courts hold that a vendor knowing of but not intending the illegal use of goods sold can recover the purchase price. *Hill* v. *Spear*, 50 N. H. 253; *Graves* v. *Johnson*, 179 Mass. 53, 60 N. E. 383. But see *Tracy* v. *Talmage*, 14 N. Y. 162, 215. The true basis for these decisions seems to be that a lessor or vendor who encourages and inspires the illegal act becomes a party to it; but mere knowledge of probable illegal acts by another does not in any way influence their commission. It is reasonable, therefore, that it should not prevent a recovery for the use of the property.

LIBEL AND SLANDER — ACTS AND WORDS ACTIONABLE — WORDS CHARGING FAILURE TO PAY DEBT. — The selling agent of the defendant company wrote to the general officers of a corporation alleging that the plaintiff, who was the local manager of the corporation, was indebted to the defendant for the price of a sewing machine purchased by the manager's wife, and that despite his repeated promises he had failed to pay the debt. The allegation was false. The plaintiff brought suit for libel. *Held*, that a demurrer should be sustained on the ground that the words were not libelous. *Stannard* v. *Wilcox & Gibbs Sewing Machine Co.*, 84 Atl. 335 (Md.).

This decision is placed on the ground that the words used do not touch or concern the plaintiff in his business. But written words never depend for their actionable quality upon the fact that they refer to the plaintiff in his business capacity. *Sanderson* v. *Coldwell*, 45 N. Y. 398. See *McDermott* v. *Union Credit Co.*, 76 Minn. 84, 78 N. W. 967, 79 N. W. 673. The explanation of this distinction between oral and written defamation is more historical than theoretical. See *Thorley* v. *Lord Kerry*, 4 Taunt. 355, 364. But see *Dauncey* v. *Holloway*, [1901] 2 K. B. 441, 448. Written defamation has always been cognizable only in the common-law courts; but in the early law oral defamation was within the purview of the ecclesiastical courts. See STATUTE OF CIRCUMSPECTE AGATIS, 13 EDW. I. Nor originally was there any doctrine making oral words less actionable than written. See STARKIE, LAW OF SLANDER AND LIBEL, 6. Jealous of the ecclesiastical court's authority, the common-law judges extended their jurisdiction from time to time by devising exceptional classifications of